

**Contract, Procurement and Real Estate Services (CPRES)**

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Seattle, WA 98104

**206-263-8747** Fax 206-296-0629

TTY Relay: 711

www.kingcounty.gov/health

## **Request for Proposals # 2025EHS849RFP**

### **ADVERTISED DATE:**

Title: Community Health Education for Fishing Communities on Lower Duwamish River

Due Date and Time: **No later than Sep 09, 2025, 02:00 PM**

Contract Specialist: Saba Al Harazi

**Submit Questions & Proposal to: [cpres-EHS@kingcounty.gov](mailto:cpres-EHS@kingcounty.gov)**

All submitted RFP responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFP responses will become the property of King County and will not be returned to the Proposers.

Proposals must include this RFP Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFP response to the contents of the RFP response.

The selected Proposer will be required to enter into an Agreement with King County, which will be initiated by PHSKC. The department's standard agreement terms and conditions are included in this RFP as an Attachment, as well as any terms and conditions of the funding source. These terms and conditions are subject to change prior to execution of the actual Agreement.

*I understand the terms and conditions of the RFP and agree to meet the requirements of PHSKC if an award is made. All information provided in this Proposal is true and accurate to the best of my knowledge. Proposed program design and costs shall be valid until at least the end of the Proposer's current fiscal year. I have read the potential Agreement terms and conditions and do hereby accept them as presented. I understand that the actual Agreement will be sent subsequent to award for my signature.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

### **Proposer Information**

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

### **Primary Contact Information**

Name, Title, and Email Address: \_\_\_\_\_

### **Secondary Contact Information**

Name, Title, and Email Address: \_\_\_\_\_

**THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.**

## **RFP Summary**

### **Summary Description**

Public Health-Seattle & King County's (PHSKC) Fun to Catch, Toxic to Eat Program is seeking proposals from community-based organizations or faith-based organizations to design and implement a culturally appropriate health promotion, outreach and education plan for at least one of these priority groups that fish on the Duwamish River: Ukrainian, Russian, Korean, Filipino and/or other Pacific Islanders.

### **Pre-Proposal Conference**

Public Health – Seattle & King County (PHSKC) will conduct a pre-Proposal conference for this RFP. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the Proposal process.

**Wednesday July 30, 2025, 2:00 PM- 3:00 PM**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 226 962 069 721 6

Passcode: nM2oA2FT

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Dial in by phone

[+1 425-653-6586,,447994350#](#) United States, Bellevue

[Find a local number](#)

Phone conference ID: 447 994 350#

Join on a video conferencing device

Tenant key: [kcsc@m.webex.com](#)

Video ID: 111 907 344 3

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

### **Schedule**

An Agreement will be negotiated immediately with each successful Proposer that is selected via this RFP. The following timeframe represents the tentative schedule of the entire process, from RFP solicitation to project completion. The dates listed here are subject to change:

DATE	EVENT
July 18, 2025	Request for Proposals issued
July 30, 2025	Pre-Application Conference
August 12, 2025	Final Day to ask questions
August 19, 2025	Final Addendum issued (if necessary)
<b>September 9, 2025</b>	<b>Applications are due no later than 2:00 PM</b>
September 18-19, 2025	Interview date range (tentative)
September 22, 2025	Notice of Selection (tentative)
October 1, 2025	Agreement start date

### **What to Submit**

Proposals shall be emailed in one email and shall contain all required documents as one file or multiple files:

1. Completed and signed RFP cover page.

2. A narrative response to the questions in the table of Application Questions (below). *Please provide answers to the following questions as an attachment, which should not exceed three (3) pages. Use 1-inch margins, 12-point font, and numbered pages. Please ensure that your narrative provides succinct information, allowing reviewers to have a clear understanding of your chosen outcomes and approaches. The maximum number of points for each question is in parentheses. Although no points are awarded for some questions or the attachments, they are required. The application will not be considered if any questions are unanswered or any required attachments are not provided.*

3. A budget narrative

*The budget narrative should outline each staff member anticipated to work on the scope proposed, their role on the project team, hourly rate and the number of hours anticipated. It should also include any supplies and indirect costs.*

### **How will Proposers be evaluated?**

Proposals will be reviewed and evaluated by a committee of Proposal Evaluators.

Application Question	Points
<b>Question 1: Describe the priority ethnic/language community:</b>	25 (total)
<ul style="list-style-type: none"><li>Which priority community(s) will you work with: Ukrainian, Russian, Korean, Filipino, and/or other Pacific Islanders?</li></ul>	5
<ul style="list-style-type: none"><li>What are examples of education projects you have worked on with this community(s)?</li></ul>	13
<ul style="list-style-type: none"><li>Please include relevant information on demographic, geographic, health behaviors, strengths, and/or barriers faced by community members in your target community, and briefly share some examples of how your organization has met the needs of the target community.</li></ul>	7
<b>Question 2: Please describe your organization's experience:</b>	35 (total)
<ul style="list-style-type: none"><li>What is the language and community group representation in your organization's staff and leadership? Of the team members who will be dedicated to this proposed project?</li></ul>	15
<ul style="list-style-type: none"><li>What are the current priorities or workplan items of those team members? How will the proposed work fit with their current work plan and schedules?</li></ul>	12
<ul style="list-style-type: none"><li>Much of the program's work occurs outside of business hours to meet the needs of our community groups. What is the team members' experience with this?<ul style="list-style-type: none"><li>What is your team's standard for timely communication?</li></ul></li></ul>	8
<b>Question 3: Propose your approach to this project for the Planning Phase (approx. October – December 2025):</b>	40 (total)
<ul style="list-style-type: none"><li>How would you build your organization's knowledge around this topic?</li></ul>	10
<ul style="list-style-type: none"><li>What would be your approach to developing a culturally appropriate health promotion, outreach, and education plan (including tools and activities) to reach the priority community? How will you capture input from the target community members in the design of the plan?</li></ul>	20

<ul style="list-style-type: none"> <li>What are some possible tools to help meet the needs of the priority community? You can transcreate/translate our existing tools and/or develop new ones. <a href="#">See website.</a></li> </ul>	10
<b>Question 4. Experience managing Federal grant funding</b> <ul style="list-style-type: none"> <li>What examples of Federal grant funding has your organization managed?</li> </ul>	Not Scored
<b>TOTAL possible points</b>	100

An interview may be conducted with the top two or three Proposers if a selection is not made on the basis of the written Proposal alone.

***If Selected, what are the next steps?***

A representative of the PHSKC program will reach out to the awarded Proposer to begin negotiations on the program elements of the Agreement. The Proposer shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth below.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).
- King County Responsibility Detail & Attestation Form
- The Substitute W-9 and the Responsibility Detail & Attestation forms are available for download at <https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx>.

General Insurance Requirements for the selected Proposer are contained on PHSKC's website (<https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx>). Specific coverage limits for this particular Work are:

- Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$1,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000
- Automobile Liability statutory coverage

The Agreement awarded via this RFP will include the following Federal funding:

- Federal Award Identification Number: 02J02201
- Federal Award Date: Jan 01 2025
- Total Amount of Federal Award: \$ \$5,398,805.00
- Name of Federal Awarding Agency: U.S. Environmental Protection Agency
- CFDA Number and Name: 66.802, Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements
- Is the award for Research and Development? No

Since the anticipated award amount is greater than \$30,000, PHSKC must comply with the Federal Funding Accountability and Transparency Act (FFATA). After award, PHSKC is required to report information about the agency to the FFATA Agreement Reporting System (FSRS). The agency will be required to be currently registered in the federal System for Award Management ([SAM.gov](https://sam.gov)) and maintain its registration throughout the term of the Agreement. Registration in SAM is free.

## SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

### BACKGROUND

In 2017, PHSKC launched the [Fun to Catch, Toxic to Eat Program](#) (“Program”) as part of the US Environmental Protection Agency’s (EPA) effort to clean up the Duwamish River Superfund Site. Under a Cooperative Agreement with the EPA, PHSKC is leading this community-based program to protect the health of fishing communities, particularly pregnant women, nursing mothers, and young children, from contaminated seafood in the Duwamish River Superfund Site. The only seafood safe to eat from the Duwamish River is salmon.

This Environmental Justice (EJ) issue disproportionately impacts immigrant and refugee fishing communities. The EPA’s [Lower Duwamish Waterway Fisher Study](#) (2016) found that more than 20 ethnic/language groups fish on the Duwamish River. Fishers from Asian, Pacific Islander, and Latino communities are among the top groups catching, eating, and sharing the contaminated seafood from the river. The health warning signs have not been effective in reaching fishers who speak little to no English.

PHSKC has built this Program based on the EJ principles of Capacity Building, Meaningful Involvement, and Empowerment, where the community informs all stages of the process. Working with a Community Steering Committee, we developed an [Institutional Control Implementation and Assurance Plan](#) that includes strategies to conduct community outreach, targeted workshops for fishers and parents and caretakers with young children, and to create new strategies for influencers and messengers to reach the Program’s audiences.

Over the last eight years, the Program has built partnerships to create four teams of [Community Health Advocates](#) serving Vietnamese, Khmer/Cambodian, Lao, Khmu, Mien, Hmong, and Latino fishing communities. **We are looking to build up to two new community partnerships** to create the strategy for influencers and messengers.

**The Program is seeking proposals from community-based organizations and faith-based organizations that represent and serve at least one of the other priority ethnic/language groups that fish on the Duwamish River: Ukrainian, Russian, Korean, Filipino, and/or other Pacific Islanders.**

**The Program collaborates with fishers and family members of local fishers (including pregnant women who eat or cook locally caught seafood) and other community members who receive catch from or know local fishers.**

We anticipate that this new partnership will be needed for at least two years (contingent upon meeting performance standards and renewal of Federal funds from the EPA): Planning Phase (2025) and Implementation Phase (2026). **For this RFP, each proposal should include a scope of work for both phases with a maximum award of \$130,000.**

The goal of the planning phase is to build your organization’s staff capacity for the environmental contamination in the Duwamish River and safe fishing and consumption practices; and then design a health promotion, outreach, and education plan (with possible tools, activities and incentives) that can increase awareness, knowledge and healthy practices among the specific ethnic/language fishing communities whom you serve. Program staff will provide existing information, tools, and data that will help finalize the design before implementation.

For the Implementation Phase (2026), we may amend the contract to add adjustments to the scope of work and budget to implement your plan, contingent upon meeting performance standards in 2025 and EPA’s renewal of program funds.

## **OBJECTIVES/TIMELINE/BUDGET**

There are four components to this two-year project:

- 1) Build internal staff capacity around the program's issues and messaging
- 2) Design a culturally appropriate health promotion/education plan (this may include creating a tool and/or activity) with engagement with representatives of the target community
- 3) Implement the proposed plan as a pilot project and collect any feedback and evaluation forms
- 4) Ongoing partnership building with the Program

### **OBJECTIVE 1 – Build internal staff capacity**

- Build the organization's staff capacity on Program content and background (using the Program [Curriculum](#) as a resource)
- Receive training from PHSKC, including conducting a site visit to the Duwamish River

*Approximate timeline: October-December 2025 (Planning Phase)*

### **OBJECTIVE 2 —Designing a culturally-appropriate health promotion, outreach, and education plan:**

- Engage with representatives of the target community to create a health promotion, outreach, and education plan
- Collaborate with Program staff and partners to share feedback and data to inform the process
- Design and draft any tool or activity that is a part of the plan (if transcreating/ translating an existing Program tool, PHSKC will provide template/design files)
- Draft any additional data collection tools as part of the plan, with support from PHSKC

*Approximate timeline: October-December 2025 (Planning Phase)*

### **OBJECTIVE 3 —Implement and Pilot test your plan:**

- Engage with community members (from the target community) to implement and pilot test the plan created in Task 2
- Collect feedback and any completed data/evaluation tools on the pilot test
- Collaborate with Program staff and partners on appropriate next steps and recommendations

*Approximate timeline: 2026 (Implementation Phase)*

### **OBJECTIVE 4—Ongoing partnership building**

- Attend regular check-in meetings with Program staff to share feedback and project updates (may include the regular Core Team meetings with other Program community partners)
- Participate in the program's Community Steering Committee to share and learn from other community partners

*Approximate timeline: ongoing throughout contract duration (Planning & Implementation Phases)*

**CONTRACT PERIOD:** October-December 2025 (Planning Phase) for Tasks 1, 2, and 4. January-December 2026 for Task 3 and other ongoing Tasks, with potential to renew contract for subsequent years based on performance and funding.

**BUDGET:** Not to exceed \$130,000 per proposal for a two-year project.

## SECTION 2 INSTRUCTION TO PROPOSERS

### 2.1 Proposal Submission

Proposals shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFP or as amended. The Proposals shall show the title, the due date specified, and the name and address of the Proposer. Proposers are cautioned that failure to comply may result in non-acceptance of the Proposal. The Proposer accepts all risks of late delivery of mailed Proposals or of mis-delivery regardless of fault. Proposals properly and timely submitted will be opened.

Proposals will only be accepted from Proposers able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Proposal for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Proposal on behalf of its sponsored agency and will be considered the Proposer. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, Proposers are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

### 2.2 Electronic Commerce and Correspondence

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most solicitations including Requests for Proposal, Requests for Proposals, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at <http://www.kingcounty.gov/health/rfp>. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: [https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic\\_id=WAPHSKC\\_97](https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97)

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Proposals, and later, any final award determination.

### 2.3 Late Proposals

Proposals and modifications of Proposals received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### 2.4 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting Proposals prior to the date and time established for submittal.

### 2.5 Proposal Signature

Each Proposal shall include a completed Proposal cover page (page 1) signed by an authorized representative of the Proposer.

### 2.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written Addendum to the RFP.

### 2.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **the date specified in the Schedule above**. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this Proposal, with other than the listed Contract Specialist may cause the Proposer to be disqualified.**



## **2.8 Pre-Proposal Conference**

If a Pre-Proposal conference is conducted, it will be held at the time, date and location indicated in the RFP Summary. All prospective Proposers are strongly encouraged to attend. The intent of the Pre-Proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Proposers will also have an opportunity to ask questions during the conference.

## **2.9 Examination of Proposal and Agreement Documents**

The submission of a Proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Agreement awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

## **2.10 Cost of Proposals and Samples**

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

## **2.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date**

At any time before the time and date set for submittal of Proposals, a Proposer may submit a modification of a Proposal previously submitted to the County. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Proposals.

## **2.12 Proposal Withdrawal after Public Opening**

Except for claims of error granted by the County, no Proposer may withdraw a Proposal after the date and time established for submitting Proposals, or before the award and execution of an Agreement pursuant to this RFP, unless the award is delayed for a period exceeding the period for Proposal effectiveness.

## **2.13 Error and Administrative Corrections**

The County shall not be responsible for any errors in Proposals. Proposers shall only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

## **2.14 Proposal Submission Instructions**

All materials should be received by the date and time indicated on page 1 of this RFP. Materials should be submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

## **2.15 Compliance with RFP Terms, Attachments and Addenda**

- A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit Proposals, which respond to the requirements of the RFP.
- B. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following –
  - Any Proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - Any Proposal that has any qualification, limitation, or provision attached to the Proposal;
  - Any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
  - Any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - Any Proposal from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
  - Any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.
- D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

## **2.16 Acceptance of Agreement, Attachments and Addenda**

Proposer(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Proposal.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and the terms attachment as an attachment to the Proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

The project schedule is such that it requires a very efficient Proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the Proposal process and resolved prior to proceeding with the Agreement negotiations.

## **2.17 Collusion**

If the County determines that collusion has occurred among Proposers, none of the Proposals from the participants in such collusion shall be considered. The County's determination shall be final.

## **2.18 Proposal Price and Effective Date**

- A. The Proposal price shall include everything necessary for the prosecution and completion of Work under

the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the agency for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

- B. In the event of a discrepancy between the unit price and the extended amount for an Proposal item, the County reserves the right to clarify the Proposal.
- C. The Proposal shall remain in effect for 120 Days after the Proposal due date, unless extended by agreement.

#### **2.19 Procedure When Only One Proposal Is Received**

If the County receives a single responsive, responsible Proposal, the County may request an extension of the Proposal acceptance period and/or conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

#### **2.20 Appeal Procedures**

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing by 4:30 p.m. two (2) business days after the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. PHSKC will provide a written decision and such decision shall be final.

## **SECTION 3                      PROPOSAL EVALUATION AND AGREEMENT AWARD**

### **3.1        Proposal Evaluation**

- A. The County will evaluate Proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Proposal information may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Agreement or it may require additional information or actions from an Proposer. In the event the County determines that the Proposal is not responsive or responsible the County shall eliminate the Proposal from further consideration.
- C. The County may enter negotiations with one or more Proposers to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Proposals.
- D. The County reserves the right to make an award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Proposer whose Proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Proposer offering the lowest price. The County shall have no obligations until an Agreement is signed between the Proposer and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

### **3.2        Responsive and Responsible**

#### **Responsive**

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

#### **Responsible**

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a Proposal.

### **3.3 Financial Resources and Auditing**

If requested by the County, prior to the award of an Agreement, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the subsequent Agreement.

King County reserves the right to audit the agency throughout the term of the subsequent Agreement to assure the agency's financial fitness to perform and comply with all terms and conditions contained within the Agreement. King County will be the sole judge in determining the agency's financial fitness in carrying out the terms of the Agreement.

### **3.4 Public Disclosure of Proposals**

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the Agreement has been made, the Proposals shall be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

### **3.5 Term of the Agreement**

If an Agreement is awarded based on this RFP, it may allow for the initial agreement period to be for one (1) year from the start date of the agreement, with an extension for three (3) additional one-year periods for a total agreement duration of four (4) years, in accordance with the County's best interest and at the sole option of the County. Reasonable budget changes may be requested by contacting appropriate PHSKC personnel.

## DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFP

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Proposal period and prior to award.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposal Evaluators (AE): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised Proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one-week period.

RFP: Request for Proposals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Agreement.

**Attachment 1 – Agreement Terms and Conditions**  
**PART A. KING COUNTY TERMS AND CONDITIONS**

**1. Subaward Term and Termination**

- A. This Subaward shall begin on the Subaward Start Date and shall terminate on the Subaward End Date as specified on page 1 of this Subaward, unless extended or terminated earlier, pursuant to the terms and conditions of the Subaward.
- B. This Subaward may be terminated by the County or the Subrecipient without cause, in whole or in part, prior to the Subaward End Date, by providing the other party thirty (30) days advance written notice of the termination. The Subaward may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Subrecipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Subaward, in whole or in part, upon seven (7) days advance written notice if: (1) the Subrecipient breaches any duty, obligation, or service required pursuant to this Subaward, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Subaward is terminated by the County pursuant to this Subsection 1.C. (1), the Subrecipient shall be liable for damages.

If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.

- D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Subrecipient, terminate or suspend this Subaward in whole or in part.

If the Subaward is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Subaward for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Subrecipient shall be released from any obligation to provide such further services pursuant to the Subaward; and (3) in the case of suspension the Subrecipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services.

Funding or obligation under this Subaward beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Subaward. If such appropriation is not approved, this Subaward will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Subaward or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Subaward are breached by the other party.

**2. Compensation and Method of Payment**

- F. The County shall compensate the Subrecipient for satisfactory completion of the services and requirements specified in this Subaward, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- G. The Subrecipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Subrecipient not more than 30 days after a complete and accurate invoice is received.

- H. The Subrecipient shall submit its final invoice and all outstanding reports within 30 days of the date this Subaward terminates. If the Subrecipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Subrecipient of the amounts set forth in said invoice or any later invoice.
- I. When a budget is attached hereto as an exhibit, the Subrecipient shall apply the funds received from the County under this Subaward in accordance with said budget. The Subaward may contain separate budgets for separate program components. The Subrecipient shall request prior approval from the County for an amendment to this Subaward when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Subaward amount in any Subaward budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- J. Should, in the sole discretion of the County, the Subrecipient not timely expend funds allocated under this Subaward, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Subaward. The County may unilaterally make changes to the funding source without the need for an amendment. The Subrecipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- K. If travel costs are contained in the attached budget, reimbursement of Subrecipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Subrecipient does not request government rates, the Subrecipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Subrecipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

### **3. Internal Control and Accounting System**

The Subrecipient shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Subrecipient's form of incorporation.

### **4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Subrecipient, by signature to this Subaward, certifies that the Subrecipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Subrecipient also agrees that it will not enter into a subaward with a person or entity that is debarred, suspended, or proposed for debarment. The Subrecipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.



**5. Maintenance of Records/Evaluations and Inspections**

- L. The Subrecipient shall maintain for a period of six years after termination of this Subaward accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Subaward funds and compliance with this Subaward.
- M. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Subrecipient shall maintain the following for a period of six years after termination of this Subaward:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Subaward; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Subrecipient by all entities seeking to participate on this Subaward, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Subaward, including employment records.

The County may visit the site of the work and the Subrecipient's office to review these records. The Subrecipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Subrecipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Subaward in order to monitor and evaluate the services provided under this Subaward. The County will give reasonable advance notice to the Subrecipient in the case of audits to be conducted by the County. The Subrecipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Subaward documents. If different from the Subrecipient's address listed above, the Subrecipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- N. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Subaward. The records and documents with respect to all matters covered by this Subaward shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Subaward and six (6) years after termination hereof, unless a longer retention period is required by law.
- O. Medical records shall be maintained and preserved by the Subrecipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Subrecipient ceases operations under this Subaward, the Subrecipient shall be responsible for the disposition and maintenance of such medical records.
- P. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Subaward and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- Q. The Subrecipient agrees that all information, records, and data collected in connection with this Subaward shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Subrecipient shall not use protected health information created or shared under this Subaward in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Subrecipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

## 7. Financial Reports and Audits

Subrecipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [MonitoringTechnicalSupport@kingcounty.gov](mailto:MonitoringTechnicalSupport@kingcounty.gov) by the stated due date.

- A. If the Subrecipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$1,000,000 or more in Federal awards during the its fiscal year, then the Subrecipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Subrecipient's fiscal year.
- B. If the Subrecipient is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"><li>Form 990 within 30 days of its being filed; and</li><li>A full set of annual internal financial statements</li></ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"><li>Income tax return; and</li><li>A full set of annual internal financial statements</li></ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Subrecipient's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Subrecipient's fiscal year.

### C. Waiver

A Subrecipient that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Subrecipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Subrecipient's Board of Directors.

- D. The County may require additional audit or review requirements and the Subrecipient will be required to comply with any such requirements.

## 8. Corrective Action

If the County determines that the Subrecipient has failed to comply with any terms or conditions of this Subaward or the Subrecipient has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Subrecipient in writing of the nature of the breach.
- B. The Subrecipient shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the

date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

- C. The County will notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The determination of sufficiency of the Subrecipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Subrecipient does not respond within the appropriate time with a corrective action plan, or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Subaward in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

## **9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Subaward. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Subaward while attempting to resolve the dispute under this section.

## **10. Hold Harmless and Indemnification**

### **A. Duties as Independent Contractor:**

In providing services under this Subaward, the Subrecipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Subaward. The Subrecipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Subaward.

### **B. Subrecipient's Duty to Repay County:**

The Subrecipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Subaward by the Subrecipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Subaward pursuant to the Term and Termination section.

### **C. Subrecipient Indemnifies County:**

The Subrecipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Subrecipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Subaward. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act,

including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Subrecipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.

D. County Indemnifies Subrecipient:

The County shall protect, defend, indemnify, and save harmless the Subrecipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Subaward. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Subaward.

## 11. **Insurance Requirements**

The Subrecipient shall procure and maintain for the term of this Subaward, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Subrecipient or sub-awardee. The Subrecipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Subaward. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, officers, sub-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Subaward. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Subrecipient shall read and provide required insurance documentation prior to the signing of this Subaward.

## 12. **Assignment/Sub-agreement**

G. The Subrecipient shall not assign or subaward any portion of this Subaward or transfer or assign any claim arising pursuant to this Subaward without the written consent of the County. Said consent must be sought in writing by the Subrecipient not less than fifteen (15) days prior to the date of any proposed assignment.

H. "Sub-agreement" shall mean any agreement between the Subrecipient and a sub-awardee or between sub-awardees that is based on this Subaward, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Subaward, or (2) supplies.

- I. The Subrecipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200 Appendix II as applicable), and any other grant requirement, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Subaward.
- J. The Subrecipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Subaward:

“Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Subaward. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Subaward and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph.”

**13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage**

The Subrecipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Subaward, the Subrecipient shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Subrecipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Subrecipient shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Subrecipient shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Subaward. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Subrecipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Subaward; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a “Measurable Amount of Work” is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Subaward, but that is not less than a total of one hour in any one week period.

**14. Conflict of Interest**

- K. The Subrecipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Subaward, and may result in termination of this Subaward and subject the Subrecipient to the remedies stated in this Subaward, or otherwise available to the County at law or in equity.
- L. The Subrecipient agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in

this paragraph, its current agreements with the County will be cancelled and it shall not be able to bid on any County agreement for a period of two years.

- M. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the subaward. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Subaward. After Subaward award, the Subrecipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Subaward any time during the term of the Subaward.

## **15. Equipment Purchase, Maintenance, and Ownership**

### **Funder's requirements may take precedence over this section as applicable.**

- N. The Subrecipient agrees that any equipment purchased, in whole or in part, with Subaward funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Subrecipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- O. The Subrecipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Subaward unless otherwise agreed upon by the parties.
- P. All Equipment not listed as a budget line item purchased under this Subaward requires prior written approval from the County.
- Q. All Equipment purchased under this Subaward shall be recorded and tagged as an asset in inventory and reported to the County.

## **16. Proprietary Rights**

### **R. Ownership Rights of Materials Resulting from Subaward:**

Except as indicated below or as described in an Exhibit, the parties to this Subaward hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Subrecipient by operation of law or for any other reason, the Subrecipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Subrecipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Subaward.

### **S. Ownership Rights of Previously Existing Materials:**

The Subrecipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Subaward, but do not originate from the work described herein. The Subrecipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Subaward.

### **T. Continued Ownership Rights:**

The Subrecipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

## **17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Subaward shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Subrecipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services under this Subaward and assumes no obligation for future support of the activity under this Subaward except as expressly set forth in this Subaward.

**20. Entire Subaward/Waiver of Default**

The parties agree that this Subaward is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Subaward. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Subaward shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Subaward unless stated to be such through written approval by the County, which shall be attached to the original Subaward.

**21. Amendments**

Either party may request changes to this Subaward. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Subaward.

**22. Notices**

Whenever this Subaward provides for notice by one party to another, such notice shall be in writing and directed to the Subrecipient contact and the project representative of the County department specified on page one of this Subaward. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Subrecipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Subaward, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Subaward, the language in the Subaward shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Subaward shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. Electronic Processing and Signatures**

The parties agree that this Subaward may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Subaward. Therefore, the parties expressly agree that this Subaward shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Subaward.

The parties executing this Subaward electronically have authority to sign and bind its represented party to this Subaward.

**26. No Third Party Beneficiaries**

Except for the parties to whom this Subaward is assigned in compliance with the terms of this Subaward, there are no third party beneficiaries to this Subaward, and this Subaward shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**

**PART B. FEDERAL TERMS AND CONDITIONS**

1. Subrecipients shall comply with Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements as appropriate for the Subrecipient’s organization type. In accordance with CFR 200.113, Mandatory Disclosures, Subrecipient must disclose, in a timely manner, in writing to the awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**2. 2 CFR Part 200 Subpart F – Audit Requirements**

(A) If the Subrecipient is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$1,000,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Subrecipient shall meet the respective audit requirements described herein as applicable.

(B) If the Subrecipient is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO’s Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as amended, and as applicable. The Subrecipient shall provide a copy of the audit report to each County division providing financial assistance to the Subrecipient no later than nine (9) months subsequent to the end of the Subrecipient’s fiscal year. The Subrecipient shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a “Management Letter” or other correspondence made by the auditor, the Subrecipient shall provide copies of those communications and the Subrecipient’s response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.

(C) If the Subrecipient is a Washington state municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with this requirement.

**3. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law



115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

#### **4. 2 CFR 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **5. U.S. Environmental Protection Agency Requirements**

(A) General Terms and Conditions

The Subrecipient agrees to comply with the current EPA general terms and conditions available at:

[https://www.epa.gov/system/files/documents/2022-09/fy\\_2022\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2022\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions#general>

**(B) Grant Terms and Conditions**

**(a) Accounting requirements**

The recipient's system must track expenses by site, activity, and, operable unit, as applicable, according to object class. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used only for their authorized purposes. The recipient must allow an EPA review of the adequacy of the financial management system as described in 2 CFR § 200.302. The recipient's systems must comply with the appropriate allowable cost principles described in 2 CFR part 200 Subpart E—Cost Principles. The accounting system must use actual costs as the basis of all reports of direct site charges.

**(C) Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**(D) Records Management**

**1. Project records**

The lead agency for the response action must compile and maintain an administrative record consistent with CERCLA § 113, the National Contingency Plan, and relevant EPA policy and guidance. In addition, recipients of assistance (whether lead or support agency) are responsible for maintaining project files described as follows. The recipient must maintain project records by site, activity, and operable unit, as applicable.

a) Financial records. The recipient must maintain records which support the following items:

Amount of funds received and expended; and  
Direct and indirect project cost.

b) Property records. The recipient must maintain records which support the following items:

Description of the property;

Manufacturer's serial number, model number, or other identification number;

Source of the property, including the assistance identification number;

Information regarding whether the title is vested in the recipient or EPA;

Unit acquisition date and cost;

Percentage of EPA's interest;

Location, use and condition (by site, activity, and operable unit, as applicable) and the date this information was recorded; and

Ultimate disposition data, including the sales price or the method used to determine the price, or the method used to determine the value of EPA's interest for which the recipient compensates EPA in accordance with section H7.

c) Procurement records.

General. The recipient must maintain records which support the following items and must make them available to the public:

The reasons for rejecting any or all bids; and

The justification for a procurement made on a noncompetitively negotiated basis.

Procurements in excess of the simplified acquisition threshold. The recipient's records and files for procurements in excess of the simplified acquisition threshold must include the following information:

The basis for contractor selection;

A written justification for selecting the procurement method;

A written justification for use of any specification which does not provide for maximum free and open competition; A written justification for the choice of contract type; and

The basis for award cost or price, including a copy of the cost or price analysis made in accordance with 40 CFR §35.6585 and documentation of negotiations.

d) Other records. The recipient must maintain records which support the following items:

Time and attendance records and supporting documentation;

Documentation of compliance with statutes and regulations that apply to the project.

## 2. Retention

- a) This requirement applies to all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms, program regulations, or the Cooperative Agreement, or are otherwise reasonably considered as

pertinent to program regulations or the Cooperative Agreement.

- b) Length of retention period. The recipient must maintain all records for 10 years following submission of the final Financial Status Report unless otherwise directed by the EPA award official and must obtain written approval from the EPA award official before destroying any records. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- c) Substitution of an unalterable electronic format. An unalterable electronic format, acceptable to EPA, may be substituted for the original records. The copying of any unalterable electronic format must be performed in accordance with the technical regulations concerning Federal Government records (36 CFR parts 1220 through 1234) and EPA records management requirements.
- d) Starting date of retention period. The recipient must comply with the requirements regarding the starting dates for records retention described in 2 CFR §1500.6.

### 3. Access

- a) The recipient must comply with the requirements regarding records access described in 2 CFR § 200.336.
- b) Availability of records. The recipient must, with the exception of certain policy, deliberative, and enforcement documents which may be held confidential, ensure that all files are available to the public.
- c) Contractor requirements. The recipient must require its contractor to comply with the requirements regarding records access described in 2 CFR § 200.336.

## **ASSURANCES – NON CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

## **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure

proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit requirements in OMB Uniform Guidance at 2 CFR 200, Subpart F, and any subsequent amendment.
18. Will comply with 2 CFR 200.216, and any subsequent amendment – Prohibition on certain telecommunications and video surveillance services or equipment.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**END OF COUNTY TERMS AND CONDITIONS**

**END OF RFP**